



March 9, 2016

Via Overnight Mail

Select Board
Town of Amherst
4 Boltwood Avenue
Amherst, MA 01002

Re: Amherst Informal Renewal Proposal

Dear Chairman and Members of the Board:

Comcast of Massachusetts/Virginia, Inc. ("Comcast") is pleased to submit for your review a 10-year proposal to renew the cable television license for the Town of Amherst ("Town").

This proposal, prepared for your consideration, contains the completed Application Form 100 required by the Commonwealth of Massachusetts. It is being offered in accordance with 47 U.S.C. 546(h), whereby the cable operator submits a renewal proposal for review and action by the Issuing Authority (a copy of the relevant statute is enclosed). In addition, we have included the required \$100 filing fee and copies of the Renewal Proposal for the Cable Advisory Board as well as the Town Clerk (the Town Clerk's copy is to be made available for public inspection during regular business hours at Town Hall).

As our track record in Massachusetts indicates, we are committed to providing our customers with quality customer service and cutting edge technology. Our renewal proposal reflects this philosophy.

Comcast looks forward to working with the Town over the next decade to provide the best in cable television services and technology to Amherst customers.

Sincerely,

Eileen Leahy
Senior Manager, Government & Regulatory Affairs

Enclosure

Town of Amherst - Informal Renewal Proposal

March 9, 2016

Page 2

cc: Cable Advisory Committee – c/o Town Hall
Catrice Williams - Massachusetts Cable Television Division
Peter Epstein
Daniel Glanville – Comcast Regional Vice President of Government and Regulatory Affairs
Nick Leuci – Comcast Vice President of Government and Community Relations
Town Clerk – c/o Town Hall

The Communications Act of 1934, as amended
(47 USC Sec. 546)

Section 626. Renewal

(a) Commencement of proceedings; public notice and participation -

- (1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted.
- (2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) of this section unless -
 - (A) such a proceeding is requested by the cable operator by timely submission of such notice; or
 - (B) such a proceeding is commenced by the franchising authority on its own initiative.

(b) Submission of renewal proposals; contents; time -

- (1) Upon completion of a proceeding under subsection (a) of this section, a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.
- (2) Subject to section 544 of this title, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the cable system.
- (3) The franchising authority may establish a date by which such proposal shall be submitted.

(c) Notice of proposal; renewal; preliminary assessment of nonrenewal; administrative review; issues; notice and opportunity for hearing; transcript; written decision -

- (1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b) of this section, the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b) of this section, renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether -
 - (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
 - (B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
 - (C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
 - (D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
- (2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a) of this section), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.
- (3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Basis for denial -

Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of this section shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section, pursuant to the record of the proceeding under subsection (c) of this section. A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) of this section or on events considered under subsection (c)(1)(B) of this section in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) of this section occur after the effective date of this subchapter unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e) Judicial review; grounds for relief

- (1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 555 of this title.
- (2) The court shall grant appropriate relief if the court finds that -
 - (A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or
 - (B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c) of this section.

(f) Finality of administrative decision -

Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

(g) "Franchise expiration" defined -

For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on October 30, 1984.

(h) Alternative renewal procedures -

Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g) of this section.

(i) Effect of renewal procedures upon action to revoke franchise for cause -

Notwithstanding the provisions of subsections (a) through (h) of this section, any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

**COMCAST'S CABLE TELEVISION
RENEWAL LICENSE PROPOSAL
FOR THE
TOWN OF AMHERST**

TABLE OF CONTENTS

PART 1: EXECUTIVE SUMMARY

PART 2: COMCAST

Section A: Who We Are

Section B: Management Team

PART 3: DRAFT RENEWAL LICENSE PROPOSAL

PART 4: CUSTOMER ASCERTAINMENT SURVEY

PART 5: MASSACHUSETTS APPLICATION FORM 100 WITH EXHIBITS

Exhibit A: Certificate of Authority for Authorized Officer

Exhibit B: Billing & Termination Filing & Subscriber Privacy Notice

Exhibit C: Channel Line-up

Exhibit D: Price Card

Exhibit E: Map of System

Exhibit F: System Information

Exhibit G: Corporate Family Tree Information

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Town of Amherst, MA

March 9, 2016

Pursuant to the Cable Act Section 626(h), 47 U.S.C. § 546(h), Comcast of Massachusetts/Virginia, Inc., the current holder of the Amherst Cable Television License (hereinafter “Comcast” or “Licensee”), is pleased to submit to the Select Board of the Town of Amherst (the “Issuing Authority”) this Informal Proposal (“Informal Proposal or Proposal”) for Renewal of a Cable Television Renewal License to serve the Town of Amherst (“Town”). Comcast is confident that the Proposal presents commitments sufficient to meet the demonstrated cable related needs of Amherst, taking into account the costs of meeting such needs.

Comcast has enjoyed a close and mutually rewarding relationship with the citizens and government of the Town of Amherst. Comcast has grown to become the nation's largest cable operator, with more than 46 million cable households passed nationwide; and we have become the leading cable provider in the region, offering a variety of services and programming to more than six million customers in New England. We are proud that we are the preeminent provider of advanced services as Digital TV, High Definition TV (HDTV), Xfinity On Demand – our video-on-demand service, and the X1 Entertainment Platform (X1). We also offer digital boxes with built-in Digital Video Recorders (DVRs) and more than 100 High Definition channels. X1 is a cloud-based platform, available across 100% of Comcast's markets. X1 delivers the world's largest collection of video; features single search functionality across live TV, Xfinity on Demand, and DVR content; and personalizes the viewing experience with social media integration as well as recommendations based on viewing history. Comcast is confident that it is well suited to serve the future cable-related needs of Amherst.

In preparing this Proposal, Comcast set out to determine Amherst's future cable needs while taking into account their costs. To help ascertain the Town's future cable related needs, we commissioned an independent third party, RKM Research & Communications, Inc., to conduct a telephone survey (“RKM Survey”) of a random sample of Amherst cable subscribers and residents. The RKM Survey took place from November 10 through December 1, 2015, and involved a random sample of 301 Amherst residents. The objectives of this ascertainment survey were two-fold: First, we sought to determine the respondents' level of satisfaction with Comcast's overall quality of service, with specific focus on cable reception, programming, billing, customer service, and PEG access and community programming. The RKM survey gauged that seventy percent (70%) of Comcast customers are satisfied with the overall quality of cable service in Amherst and ninety-two percent (92%) plan to continue to subscribe to Comcast cable services in the next six months. Second, we wanted to gauge the future cable related needs of the community in relation to the costs of fulfilling those needs. Comcast also reviewed ascertainment information from the public hearings held by the Town on September 24 and 30, 2015.

PEG Access Support:

Comcast has a strong commitment to funding Towns and/or their non-profit PEG Access corporations, to manage the PEG Access programming in the communities we serve. The RKM Survey indicates that while awareness of PEG Access Programming is relatively high in Amherst, the majority of cable subscriber respondents would oppose paying a monthly fee for equipment and operating expenses for a local PEG Access Production Facility and would also oppose an increase in their monthly cable bill in order to construct, upgrade, or maintain an Institutional Network (“I-

Net”) in the community. Mindful of this survey information and based on the information received from the Town, Comcast is proposing to continue supporting a designated PEG Access provider with an amount of operational funding equal to five percent (5.0%) of Licensee’s gross annual revenues received from cable services provided within the Town. In addition, Comcast is proposing to offer a one-time capital grant of \$450,000.

We believe this funding proposal provides a responsible balance between the needs of the Town and the willingness of customers to fund PEG Access Programming.

Public Educational and Government Access Channels:

Comcast proposes to continue to make available three (3) PEG Access channels to the Town for the purpose of cablecasting PEG Access programming to subscribers in Amherst. Comcast does not relinquish its ownership over the channel, but simply makes the channel available for PEG Access use as designated by the Town. A PEG Access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

In conclusion, we believe that this Proposal exceeds the criteria for license renewal under the Cable Act, while simultaneously providing the citizens of Amherst with a cable system that meets the cable related needs and interests of the Town, the Company and most importantly the cable customers of the Town of Amherst.

In the event the terms or conditions contained in this Executive Summary are inconsistent with the actual proposed License, the proposed Renewal License document will be the controlling document.

WHO WE ARE

Comcast: Who We Are

About Comcast Corporation^[1]:

Originally born out of the vision of Ralph J. Roberts, Daniel Aaron and Julian A. Brodsky, Comcast Corporation began offering cable service in 1963 in Tupelo, Mississippi with 1,200 cable customers. Under the leadership of the Roberts family, Comcast has since experienced extraordinary growth in the scale and scope of its businesses. The company has developed and deployed a range of new technologies and programming services as part of its ongoing efforts to improve the services it offers to its customers. As a result, Comcast has established an industry standard-setting reputation for technology leadership, strong financial performance, and operational efficiency. This has made Comcast a top-tier provider of cable television service, high-speed Internet service, video programming, voice products, and other services to millions of customers. The Company's heritage combines telecommunications expertise, long-standing commitment to service and quality, and entrepreneurial spirit and creativity.

Headquartered in Philadelphia, Pennsylvania, Comcast Corporation was first incorporated in the State of Pennsylvania in 1969.

Comcast - Broadband Operations

Comcast is building on this commitment to provide its customers with the highest quality communications services. The Company has upgraded most of its hybrid fiber-optic/coaxial cable ("HFC") network. Such a state-of-the-art upgrade has enabled Comcast to provide a wide-range communications network for the future. The Company's nationwide workforce of 129,000 employees is led by Brian L. Roberts, who has a long and successful history as a communications industry executive.

Comcast serves 22 million customers in 39 states and the District of Columbia, and passes over 53 million homes. Comcast's cable television systems are organized into three Divisions, (West, Central and Northeast), which include large service areas in Atlanta, Detroit, Minneapolis/St. Paul, Eastern Massachusetts (including suburbs in the greater Boston area), Southern California, and Southern Florida. The Northeast Division currently serves 7.5 million customers in over 2000 communities throughout Connecticut, New Hampshire, Maine, Massachusetts, Vermont, New York, Delaware, Maryland, Pennsylvania, Ohio, New Jersey, North Carolina, Virginia, West Virginia and Washington, D.C.

Comcast offers its customers a full array of traditional video products, including local broadcast stations; national, regional and local cable programming channels; premium movie channels; and pay-per-view services. Comcast also provides digital cable service, which offers more than 250 channels including commercial-free premium movie channels such as HBO, Showtime, The Movie Channel, Cinemax, and Starz!, dozens of digital music channels – from jazz to country to classical to rock – commercial-free, 24-hours a day; as well as pay-per-view channels and seasonal sports packages. In addition, Comcast offers an interactive, on-screen program guide and remote control that lets viewers choose movies and shows by time, category or channel, and a parental control feature to help customers manage what their children are watching.

Comcast offers over 100 of the most popular high definition channels. Xfinity OnDemand has been launched in all Divisions, offering digital cable customers the opportunity to choose from thousands of video titles, start their selections at whatever time is convenient for them, and

^[1] Statistics provided throughout Comcast's biography are as of March, 2013 unless otherwise noted.

pause, rewind, or fast forward the programs, using their current Digital Cable set-top boxes and remote controls. Comcast has rolled out its Digital Video Recorder (DVR) service in every Comcast market.

Comcast is the nation's leading residential broadband Internet provider with over 19.4 million customers.

Comcast Digital Voice is an innovative and reliable IP-enabled voice service that delivers all of the functions of traditional phone service, but packs robust features that are integrated with other Comcast services. For example, Comcast's 10 million Digital Voice customers can view their call logs and listen to voicemail online, as well as forward voicemail messages through email.

Although it is the nation's largest cable operator, Comcast remains committed to the local communities and regions it serves. Comcast operates its systems from local and regional offices, and endeavors to be involved in various local community activities. Local field engineers and technicians participate in the planning, construction, operation and maintenance of local systems. Comcast also maintains regional and corporate technical and engineering support for each of its local operations.

Comcast's systems have channel capacity and addressability that are among the highest in the cable industry. Comcast will continue to add services that will provide a wide array of communications choices for its customers.

Comcast's Other Businesses

Comcast Corporation is a global media and technology company with two primary businesses: Comcast Cable and NBCUniversal. Comcast is also a limited partner with venture capital firm Comcast Ventures and is the majority owner of the sports and entertainment company, Comcast-Spectacor.

NBCUniversal is one of the world's leading media and entertainment companies in the development, production and marketing of entertainment, news and information to a global audience. NBC Universal operates 30 news and entertainment cable networks, the NBC and Telemundo broadcast networks, television production operations, television station groups, Universal Pictures and Universal Parks and Resorts.

Comcast's Focus on the Future

Comcast looks to the future with great anticipation. With its upgraded networks, Comcast is able to provide its customers with high quality cable television service, improved sound and picture quality, better reliability, more choice and a wide-array of new and exciting communications services. Comcast believes that it is strategically positioned, both in technology and employee expertise, to take advantage of the many opportunities which lie ahead and to continue providing people with the communications products and services that connect them to what's important in their lives.

For more information, please visit our web-site at www.comcastcorporation.com.

MANAGEMENT TEAM

Michael Parker

Senior Regional Vice President of the Western New England Region

Michael Parker serves as the Senior Vice President of Comcast's Western New England Region. In this role, he is the senior executive responsible for operations, financial performance, and customer service for approximately 800,000 customers in more than 300 communities in Connecticut, Western Massachusetts, Western New Hampshire, Vermont, and New York. He also oversees more than 1,700 Comcast employees throughout the region.

Mr. Parker's current role is the latest in a series of progressively larger management positions at Comcast over the past 14 years. He previously served as Vice President, Operations for Comcast's Greater Chicago Region, where he was responsible for a team dedicated to service delivery excellence and the quality and reliability of Comcast's network. He also held roles as Area Vice President for Comcast's systems in New York and Connecticut, Vice President & General Manager for the company's Baltimore City system, Vice President of Government & Regulatory Affairs for Comcast's Greater Detroit Region, and Vice President & General Manager of the company's Detroit system. Mr. Parker also worked for Tele-Communications, Inc. (TCI) and began his career serving as Illinois Assistant Attorney General.

Mr. Parker is active in many community and professional organizations, including the National Association of Multi-Ethnicity in Communications (NAMIC), Cable & Communications Association for Marketing (CTAM), and the National Black MBA Association. He previously served on the Board of Directors for the Boys & Girls Clubs of Chicago. Mr. Parker is a graduate of NAMIC's Executive Leadership Development Program, CTAM's Executive Management Program, the Society of Cable Telecommunications Engineer's (SCTE's) Tuck Executive Leadership Program and Comcast's Executive Leadership Forum. Mr. Parker was recognized as one of *CableFax: The Magazine's* "Most Influential Minorities" for the past 10 years and was also honored on the "Top 50 Under 50" list of *Black MBA Magazine*.

Mr. Parker holds an MBA from the Kellogg Graduate School of Management at Northwestern University and earned degrees from the University of Miami School of Law and Lake Forest College, where he played basketball and lacrosse. He is also a graduate of the Officer Candidates School in Quantico, Virginia, and attained the rank of First Lieutenant during his service with the U.S. Marine Corps Reserve. Mr. Parker resides in Connecticut with his wife and their three children. In his free time, he is active as a USA Swimming Certified Official and enjoys golfing and fishing.

Daniel M. Glanville
Vice President of Government Affairs
Western New England Region

Daniel Glanville serves as Vice President of Government and Regulatory Affairs in the Western New England Region encompassing Western Massachusetts, Vermont, Western New Hampshire, Connecticut, and New York. In this position, he is responsible for franchise negotiations, license and regulatory compliance, interaction with elected and appointed officials and other government and public affairs initiatives. Mr. Glanville also coordinates with Senior Management on the implementation of operational initiatives throughout the North Central Division.

Prior to entering the cable industry in 1998, Mr. Glanville was the city solicitor for the City of Holyoke, Massachusetts, where he served as chief legal counsel for a mid-sized city of 44,000. Prior to his employment with the City of Holyoke, Mr. Glanville was employed as a general practice attorney.

Mr. Glanville holds a Bachelor of Arts Degree in Government from Western New England College, as well as a Law Degree from Western New England College School of Law. Mr. Glanville is active in a variety of community public service capacities. He served for ten years as a member of both the Holyoke Fire Department Board of Fire Commissioners and the Holyoke Youth Baseball Board of Directors. He currently serves on the Spirit of Springfield Board of Directors, the Affiliated Chamber of Commerce of Greater Springfield Board of Directors and their Legislative Steering Committee, the Economic Development Council of Western Massachusetts, and as a member of the Board of Tribunes for WGBY.

Mr. Glanville resides in Holyoke, Massachusetts with his wife and two children.

Eileen B. Leahy
Senior Manager of Government & Community Relations
Western New England Region

Eileen B. Leahy serves as Senior Manager of Government & Community Relations for Comcast's Western New England Region, which is comprised of Western Massachusetts, Vermont, Western New Hampshire, Connecticut, and New York. In this position, she is responsible for franchise negotiations, license and regulatory compliance, interaction with elected and appointed officials and other government and public affairs initiatives.

Prior to entering the cable industry in 2015, Ms. Leahy was a partner in a law firm in Holyoke, Massachusetts where her concentration was criminal defense. She also worked in the areas of general litigation, family law, real estate, personal injury and education law. Prior to that, Ms. Leahy spent eight years as an Assistant District Attorney for Hampden County.

Ms. Leahy holds a Bachelor of Arts Degree in both Political Science and History from Emmanuel College, as well as a Law Degree from the New England School of Law. Ms. Leahy is involved in a number of professional and community organizations. She currently serves on the Holyoke Children's Museum Board of Directors, is President of the Holyoke Bar Association, and is a member of the Hampden County Bar Association and Massachusetts Bar Association. She served as a member of the Holyoke Conservation Commission for twelve years and was a member of the Holyoke License Commission for three years. She also previously served as a board member for Providence Ministries for the Needy.

Ms. Leahy resides in Holyoke, Massachusetts with her husband and three children.

DRAFT RENEWAL LICENSE

D R A F T

RENEWAL

CABLE TELEVISION LICENSE

FOR

THE TOWN OF AMHERST,

MASSACHUSETTS

*This Draft Renewal License is being submitted under the
informal process pursuant to 47 USC 546 (h)*

Table of Contents

INTRODUCTION	4
ARTICLE 1 DEFINITIONS.....	5
SECTION 1.1 - DEFINITIONS	5
ARTICLE 2 GRANT OF RENEWAL LICENSE.....	10
SECTION 2.1 - GRANT OF RENEWAL LICENSE	10
SECTION 2.2 - TERM: NON-EXCLUSIVITY	10
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS	10
SECTION 2.4 – RENEWAL.....	11
SECTION 2.5 - RESERVATION OF AUTHORITY	11
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE.....	11
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION	15
SECTION 3.1 – AREA TO BE SERVED	15
SECTION 3.2 - SUBSCRIBER NETWORK	16
SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS	16
SECTION 3.4 - PARENTAL CONTROL CAPABILITY	17
SECTION 3.5--EMERGENCY ALERT OVERRIDE CAPACITY	17
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS	18
SECTION 4.1 – SYSTEM MAINTENANCE.....	18
SECTION 4.2 – REPAIRS AND RESTORATION	19
SECTION 4.3 - CABLE LOCATION	19
SECTION 4.4 – TREE TRIMMING	20
SECTION 4.5 – PLANT MAPS	21
SECTION 4.6 – BUILDING MOVES	21
SECTION 4.7 – DIG SAFE.....	21
SECTION 4.8 – DISCONNECTION AND RELOCATION	21
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT	22
SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE	22
ARTICLE 5 PROGRAMMING.....	23
SECTION 5.1 - BASIC CABLE SERVICE	23
SECTION 5.2 - PROGRAMMING.....	23
SECTION 5.3 - REMOTE CONTROLS	23
SECTION 5.4 - STEREO TV TRANSMISSIONS	23
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE.....	24
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	25
SECTION 6.1 - PEG ACCESS CHANNEL(S)	25
SECTION 6.2 - PEG ACCESS PROVIDER.....	26
SECTION 6.3 - PEG ACCESS CABLECASTING.....	26
SECTION 6.4 – PEG ACCESS SUPPORT.....	27
SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT.....	28
SECTION 6.6 – REPORT OF DISBURSEMENTS.....	28
SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION.....	29
SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE	29
SECTION 6.9 - PEG ACCESS PROGRAMMING INDEMNIFICATION	30
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION	31
SECTION 7.1 - CUSTOMER SERVICE	31
SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES.....	31
SECTION 7.3 – SERVICE INTERRUPTIONS.....	31
SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY	32

SECTION 7.5 – PROPRIETARY INFORMATION	32
SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS	32
ARTICLE 8 PRICES AND CHARGES	33
SECTION 8.1 - PRICES AND CHARGES	33
ARTICLE 9 REGULATORY OVERSIGHT	34
SECTION 9.1 - INDEMNIFICATION	34
SECTION 9.2 - INSURANCE	34
SECTION 9.3 - PERFORMANCE BOND	35
SECTION 9.4 - LICENSE FEES	36
SECTION 9.5 - REPORTS	36
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY	37
SECTION 9.7 - REVOCATION OF LICENSE	37
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE	37
SECTION 9.9 - TRANSFER OR ASSIGNMENT	39
SECTION 9.10 - REMOVAL OF SYSTEM	39
SECTION 9.11 - INCORPORATION BY REFERENCE	40
SECTION 9.12 - NO THIRD PARTY BENEFICIARIES	40
ARTICLE 10 MISCELLANEOUS	41
SECTION 10.1 - SEVERABILITY	41
SECTION 10.2 - FORCE MAJEURE	41
SECTION 10.3 - NOTICES	42
SECTION 10.4 - ENTIRE AGREEMENT	43
SECTION 10.5 - CAPTIONS	43
SECTION 10.6 - WARRANTIES	43
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE	44
SIGNATURE PAGE	45
EXHIBIT A BUILDINGS ON THE CABLE SYSTEM	46
EXHIBIT B PROGRAMMING	47
EXHIBIT C	48
INSTITUTIONAL NETWORK/VIDEO ORIGINATION LOCATIONS	48

AMHERST RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts/Virginia, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Amherst, Massachusetts (hereinafter the "Town"), said license having commenced on October 16, 2006;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated March 20, 2014 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated March 9, 2016;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Select Board, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

(e) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Amherst, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Institutional Network/Video Return Line.

(h) Effective Date – shall mean October 16, 2016.

(i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Amherst and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, fees from third party unaffiliated programmers for leased access, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt,

late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(l) Issuing Authority – shall mean the Select Board of the Town of Amherst, Massachusetts, or the lawful designee thereof.

(m) Licensee – shall mean Comcast of Massachusetts/Virginia, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(n) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Amherst and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(o) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(s) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(t) Public, Educational and Governmental Access Channel – shall mean a video channel designated for non-commercial use by the public, educational institutions such as public or private

schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Amherst residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(v) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Amherst, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Amherst for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(x) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(y) Signal – shall mean any transmission which carries Programming from one location to another.

(z) Standard Installation – shall mean the standard one hundred seventy-five foot (175') aerial Drop connection to the existing distribution system.

(aa) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(ab) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ac) Town – shall mean the Town of Amherst, Massachusetts.

(ad) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ae) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts/Virginia, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Amherst. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 16, 2016, following the expiration of the current license, and shall expire at midnight on October 15, 2026.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways,

provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If

any such additional or competitive license is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(f) Should Licensee demonstrate that any such additional license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon Licensee's Cable System operations in the Town, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.

(i) Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative

impact. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to present the basis and the reasons for its determination. Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

- (ii) Should Licensee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) dwelling units per aerial mile and twenty-five (25) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred seventy-five feet (175') of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred seventy-five feet (175') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(d) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.5---EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the applicable technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aurally placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aurally or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at

the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws/ordinances and regulations.

SECTION 4.5 – PLANT MAPS

Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L.c. 82, § 40.

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate capacity on three (3) channel(s) for a Public, Educational, and Governmental (PEG) Access Channel to be used for public video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or its designated educational institution(s), and governmental video programming provided by the Issuing Authority. A Public, Educational and Governmental Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or other PEG Access User elects not to fully program its Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an

origination location listed in **Exhibit C** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the location listed in **Exhibit C** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access provider's equipment shall be at the output of the Town's and/or the PEG Access provider's modulator(s) at any of the origination locations in **Exhibit C**.

SECTION 6.4 – PEG ACCESS SUPPORT

Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5.0%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said five percent (5.0%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on February 15, 2017 for the period of October 16, 2016 through December 31, 2016. Quarterly thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th and November 15th based on revenues from the previous calendar quarter. The final payment shall be made on February 15, 2027 for the period of October 1, 2026 through October 15, 2026.

SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT

Licensee shall provide a total capital payment of Four Hundred Fifty Thousand Dollars (\$450,000.00) to the Issuing Authority, or its designee, to be used for the purchase of PEG Access equipment and/or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Town. Said payment shall be paid by Licensee as follows:

- (i) within one hundred eighty (180) days of the Effective Date of this Renewal License, Forty Five Thousand Dollars (\$45,000.00);
- (ii) on or before October 16, 2018 and each subsequent anniversary of the effective date of this agreement, Forty Five Thousand Dollars (\$45,000.00), for a total of nine (9) payments.

SECTION 6.6 – REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support and or PEG Access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.9 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Licensee from the Subscriber.

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.5 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Licensee.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely (best efforts of 10 business days) written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 - INSURANCE

(a) Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide Issuing Authority with certificate(s) of insurance or other proof of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b);
and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.4) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 - REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);
- (d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;
- (f) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5; and
- (g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force

Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant

to Section 9.8(d) above , then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges,

highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be sent by certified mail or other means providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Amherst
Attn: Select Board
4 Boltwood Avenue
Amherst, MA 01002

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government & Regulatory Affairs
3303 Main Street
Springfield, MA 01107

with copies to:

Comcast Cable Communications, Inc.
Attn: Regional Vice President, Government & Regulatory Affairs
222 New Park Drive
Berlin, CT 06037

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.6 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 20____.

TOWN OF AMHERST

By:

Chairman, Select Board

Select Board

Select Board

Select Board

Select Board

**COMCAST OF COMCAST OF
MASSACHUSETTS/VIRGINIA, INC.**

By:

Michael Parker
Regional Senior Vice President
Western New England Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Amherst Regional High School	21 Matoon Street
Amherst Regional Middle School	170 Chestnut Street
Crocker Farm Elementary	280 West Street
Fort River Elementary School	70 S. East Street
Wildwood Elementary School	71 Strong Street

Municipal Buildings:

Amherst Community Television	246 College Street
Amherst Council on Aging	70 Boltwood Walk
Amherst Dept. of Public Works	596 S. Pleasant Street
Amherst Fire Department	603 E. Pleasant Street
Amherst Police	111 Main Street
Amherst Town Hall	4 Boltwood Avenue
Jones Library	43 Amity Street

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT C

INSTITUTIONAL NETWORK/VIDEO ORIGATION LOCATIONS
(SUBJECT TO REVIEW AND AGREEMENT BY THE PARTIES DUE TO AN ONGOING INQUIRY)

Other:

ACTV 246 College Street

Public School Buildings:

South Amherst School 1001 South Pleasant Street
Middle School 170 Chestnut Street
High School 21 Mattoon Street
Crocker Farm School 280 West Street
Mark's Meadow School 813 North Pleasant Street
Wildwood School 71 Strong Street
Fort River School 70 Southeast Street

Municipal Buildings:

Town Hall 4 Boltwood Avenue
Police Station 111 Main Street
Munson Library 1046 Southeast Street
Jones Library 43 Amity Street
North Amherst Library 8 Montague Road
Public Works 586 South Pleasant Street
Central Fire Station 68 North Pleasant Street
Bangs Community Center 70 Boltwood Walk
North Fire Station 601 East Pleasant Street
Community Pool 205 Triangle Street
Fort River Annex 70 Southeast Street
Parking Garage 51 Boltwood Walk